

STAFFORD COUNTY SCHOOL BOARD

Agenda Consideration

TOPIC: Proposed New Regulation
5-49.3: Employee Job Share Program

ITEM NO: 10.G

PREPARED BY: Rick Fitzgerald,
Executive Director of Human Resources

MEETING: May 23, 2006

ACTION DATE: N/A

INFORMATION ONLY: May 23, 2006

Lisa Foeman Boatwright,
Assistant Director of Human Resources

ACTION REQUESTED BY THE SUPERINTENDENT: That the School Board receives for information proposed new Regulation 5-49.3 to implement an Employee Job Share Program. Proposed new Regulation 5-49.3 is attached.

KEY POINTS:

- Employees have requested for many years that an Employee Job Share Program be studied for feasibility and eventual implementation.
- An Employee Job Share Program would allow two individuals to share one full-time equivalent (FTE) position. Participation is strictly voluntary.
- An Employee Job Share Program is designed to provide alternative work options, improve staff morale and productivity, and to enable employees to better meet the dual responsibilities of family and work.
- Job share participants would become part-time employees, either contracted or hourly. Applicable benefits will apply for contracted, part-time employees. No benefits are available for hourly employees.
- Job share arrangements would last for one year only and may be renewed. Partial year job share arrangements are not permitted.
- The building principal/supervisor has sole discretion in determining whether to approve or deny a job share application. Building principals/supervisors should be able to articulate a legitimate, non-discriminatory reason for denying a job share application.
- Specific safeguards are included for teachers employed in a job share arrangement. For example:
 - if one teacher leaves before the end of the school year, the other must agree to teach on a full-time basis for the remainder of the school year.
 - parents will be informed in advance of a job share arrangement.
 - meetings, conferences, duties, planning times, grading, etc. will be worked out in advance.
- A successful job share program can assist the school division in retaining quality employees who desire a flexible work arrangement in a cost-effective manner.

SCHOOL BOARD GOAL: Introduce programs to enhance employee status, within the school division and the community at large, so that employees are aware of their value to school and community.

FUNDING SOURCE: N/A

AUTHORIZATION REFERENCE: Bylaw 1-33 – Formulation & Approval of Regulations

PERSONNEL

EMPLOYEE JOB SHARE PROGRAM

A. Introduction

The Stafford County School Board directed the establishment of a job share program for employees. This program is specifically designed to provide alternative work options, improve staff morale and productivity, and to enable employees to better meet the dual responsibilities of family and work.

Job sharing is defined as two individuals sharing one full-time equivalent (FTE) position. A single job share team could either be (a) two (2), part-time (.5) contracted employees or (b) one (1) contracted employee and one (1) hourly employee. (The minimum threshold for a contracted employee is a .5 FTE). Job sharing is a voluntary program made available upon the recommendation of the Division Superintendent and at the discretion of the School Board.

The Employee Job Share Program initially shall be implemented as a pilot program for the FY2007 and the FY2008. The School Board shall determine whether to continue the Employee Job Share Program upon completion of the two-year pilot period.

B. Eligibility

1. Only those employees who have three (3) years of continuous, satisfactory district service shall be given consideration for participation in the Employee Job Share Program.

2. Job share arrangements shall last for one (1) fiscal year or in the case of teachers, one (1) school year. Semester-long or partial year job share arrangements are expressly disallowed.

3. Teachers/Counselors. The building principal/supervisor shall determine based upon the best interests of the children which teachers/counselors may participate in the Employee Job Share Program. Teachers must be endorsed to teach the subject/grade level involved in the shared job. Applicants must initially apply as a team and the combined, assigned work hours shall not exceed that of one (1) FTE.

4. Given the voluntary nature of the program, job share employees specifically agree not to file for unemployment benefits during the duration of the arrangement.

C. Application

1. An employee desiring to job share should approach the building principal/supervisor for preliminary approval prior to seeking a job share partner. Once preliminary approval has been obtained from the building principal/supervisor and a job share partner located, eligible employees may request an application form from the Human Resources Department (see Appendix A which is fully incorporated by

reference). The application must be submitted by July 1 to the building principal/supervisor of the department/school in which the proposed job share position will exist. After receiving the application for job sharing and meeting with the employees about the request, the building principal/supervisor will indicate approval or disapproval on the request form. The request form will then be forwarded to the Executive Director of Human Resources by July 15 for further consideration. The Superintendent shall make a recommendation to the School Board by the date of the first School Board meeting in August. In extenuating circumstances, an application may be submitted after the July 1 deadline. Late applications shall be accepted at the discretion of the Superintendent and may be presented to the School Board at a meeting subsequent to the aforementioned August deadline.

2. The decision to approve or deny any job share request shall be at the sole discretion of the building principal/supervisor. The building principal/supervisor must be able to articulate a legitimate non-discriminatory reason for denying a job share request and should meet with the applicants to discuss the matter. Denial for any reason shall not be considered an abuse of discretion and shall not be subject to the grievance procedure, administrative review, or any other type of review.

D. Salary and Contract Status

1. If contracted, a job share employee will be paid in accordance with the employee salary schedule at the rate of 50% of the salary designated for the appropriate step of that employee. Hourly job share employees shall be paid in accordance with governing practices.

2. When a job share employee returns to full-time status, the year(s) spent working in the job share position will be given credit according to the policy/regulations governing the conversion of part-time years of service for placement on the salary schedule. See Policy 5-51.1 (Licensed Personnel: Employee Salary Guidelines); R5-55.1 (Service Personnel: Salary Scales, Placement, and Advancement). Credit shall not be granted for individuals participating as an hourly job share employee.

3. Teachers. Job share teachers working in at least a .5 FTE capacity shall serve pursuant to a service agreement; a teacher contract shall be not issued. When the job sharing teacher returns to full-time status as a teacher, the teacher shall be required to serve either a one (1) year or three (3) year probationary period in accordance with School Board Policy 5-49.1. This requirement applies even if the teacher was on a continuing contract prior to job sharing.

E. Work Schedules

1. Work schedules shall be determined by the building principal/supervisor. Duties and responsibilities of the job share arrangement shall be equitably distributed.

2. Teachers.

- (a) Extra-curricular assignments and/or duties for job share employees shall equal that of one full-time teaching assignment.
- (b) Job share participants should ensure that any nonschool-related obligations are scheduled to enable them to carry out required teacher duties during the normal school day. Specifically, job

share participants shall be required to attend mandatory in-services, staff meetings, parent conferences, special education meetings, multi-disciplinary evaluation team meetings, and open houses. In addition, they shall be required to attend any other meetings/programs required of full-time teachers as deemed necessary by the building principal/supervisor. Also, job share employees shall carry out committee assignments usually participated in by a full-time teacher as mutually agreed upon in the application and by the building principal/supervisor.

F. General Conditions

1. Job sharing assignments shall be made on a yearly basis only and are subject to annual approval by the School Board.
2. Teachers.
 - (a) At the termination of the shared teaching assignment, both employees will be assigned to their former building or department if a vacancy exists. If a vacancy exists for only one job share teacher in his/her former building or department, the least senior teacher will be offered another teaching position within the division in an area in which he or she is eligible to teach. Should a vacancy not exist for either of the job sharing teachers, the individual, according to seniority, will be placed in the next available vacancy for which he or she is eligible to teach and in accordance with School Board Policy 5-18 entitled *Reduction in Force*, if applicable. This subsection shall not be construed to either preempt School Board Policy 5-18 entitled *Reduction in Force* or guarantee job share teachers a teaching position upon termination of the shared teaching assignment.
 - (b) Only in special circumstances and with the approval of the building principal/supervisor will individuals participating in a job share arrangement be eligible to receive practicum students or student-teachers.
 - (c) Provisions for securing a substitute teacher will be the same as for any other teaching position. Where possible, by mutual agreement and with approval from the building principal, the job sharing employees may serve as substitute teachers for each other at the applicable substitute employee rate of pay. Appropriate substitute employee paperwork shall be completed. Long term substitute teacher pay shall apply in accordance with Regulation R5-57.
 - (d) The building principal shall ensure that job share teams meet and confer with all interested parents/guardians before the school year begins regarding the job share arrangement, schedules, and division of duties and to address any questions or concerns of such parents. Interested parents/guardians are those whose children will be students of the job share team.

3. Job share participants are considered either part-time or hourly employees and forfeit the seniority rights and benefits accorded a full-time employee. (see Appendix B which is fully incorporated by reference).

4. The school division does not contribute to the Virginia Retirement System for job sharing employees. In addition, no Virginia Retirement System service credit is granted for the years spent as a job share participant.

5. Health insurance benefits shall be paid in accordance with the School Board approved schedule for contracted, part-time employees in accordance with School Board Policy 5-33. Hourly employees are not eligible for health insurance benefits.

6. Sick leave is available for job share employees just as for other regular contracted, part-time employees in accordance with Regulation R5-38. Job share employees are not eligible for extended leaves of absences (such as sabbatical) except for sick leave. Hourly employees are not eligible for sick leave.

7. Both individuals must agree before the job share begins that if one individual leaves the job before the end of the job share year, the remaining individual will work full-time in the position for the remainder of that year.

8. The Superintendent in his/her sole discretion may discontinue the use of any job share team at any time for any reason. Such decision shall not be considered an abuse of discretion and shall be not subject to any grievance procedure, administrative review, or any other type of review.

9. Job share participants shall be assigned specific job responsibilities at the time the job sharing contract is signed. A list of job responsibilities shall be appended to the individual contract. The job responsibilities are subject to change based upon the instructional needs of the students and at the discretion of the building principal/supervisor.

10. Under this program, no procedure shall be established that creates any binding obligation in the future.

Effective Date: July 1, 2006

Approved by Division Superintendent:

APPENDIX A
STAFFORD COUNTY PUBLIC SCHOOLS
EMPLOYEE JOB SHARE APPLICATION

_____ and _____ are applying to enter into an
(Name of Employee) (Name of Employee)
employee job sharing arrangement for:

(Check one)

_____ Fiscal year: July 1, 20__ -20__ .

_____ School year: 20__ - 20__

The assignment which is desired to be shared is _____ at
(Job Title)

(Location)

On a separate sheet of paper, please specifically describe the job share arrangement. In doing so, please be sure to answer each of the following:

All Applicants:

1. What benefits will inure to students/department by this arrangement?
2. Please indicate and discuss the areas of compatibility which the employee job share team will need to ensure the success of this arrangement.
3. Please discuss the strengths of both individuals.
4. Describe the plan that will be used to ensure communication between the job share team.
5. Why do you desire to enter into a job share relationship?

Licensed Staff:

6. a. Is each individual willing to substitute for the other in the event that one is absent from work? Please address how short and long term absences of one partner will be handled. Such absences include both unexpected and planned absences.
 - b. How will grading be handled?
 - c. How will you keep parents informed of students' progress?
 - d. How will early dismissal and delayed openings be handled?
 - e. Please submit a year long syllabus for the course which incorporates the relevant standards of learning.
 - f. For special education teachers, address how caseloads and meetings, parent communication and IEP management will be handled.

I have read and understand the attached policy and regulations governing the Employee Job Share Program in Stafford County Public Schools. I agree to all conditions outlined in the policy and regulations. I also have read, understand, and agree to be bound by the attached synopsis of benefits for part-time and hourly employees. (see Appendix B) I understand that, if approved, this job share agreement will be in operation for one (1) year only.

Moreover, I agree that if my job share partner leaves the job before the end of the job sharing year, I will work full-time in the position for the remainder of the year.

Signature: _____ Date: _____

School: _____

Signature: _____ Date: _____

School: _____

Please submit this application to the supervisor of the location where you wish to job share by July 1.

Supervisor: Please check the appropriate line and then sign. Please submit a copy of this agreement and all attachments to the Executive Director of Human Resources.

_____ I approve of this job share arrangement. Please attach a copy of the list of job responsibilities for each of the job share participants.

_____ I do not approve of this job share arrangement. Please attach reasons for the denial on a separate piece of paper.

Supervisors are required to discuss with the applicants any reasons for disapproval of the application. Date when this discussion occurred: _____

Signature of Supervisor: _____ Date: _____

APPENDIX B
STAFFORD COUNTY PUBLIC SCHOOLS
BENEFITS FOR JOB SHARING EMPLOYEES

Contracted, part-time employees who participate in the job sharing program will receive part-time benefits as any other similarly contracted employee to include but not be limited to:

- Sick leave: 50% of the benefits of the full-time position
- Health insurance: Based upon seniority
 - Less than 5 years: Board pays 70%
 - 5-9 years: Board pays 80%
 - 10 or more years: Board pays 90%
- Personal leave: 1 day for 0-21 years of full-time service; 1.5 days for 22+ years of full-time service
- No Virginia Retirement System contributions made by the school division
- No Virginia Retirement System service credit
- Credit for job sharing years at the rate of 1 step for every 2 years spent job sharing
- Probationary period of one (1) or three (3) years upon return to full-time teaching status.

****Hourly employees do not receive any benefits. ****

References: R5-38 (Medical Leaves); Policy 5-33 (Insurance/Retirement Plan); R5-40 (Personal Leave); Policy 5-51.1 (Licensed Personnel: Employee Salary Guidelines) R5-55.1 (Service Personnel: Salary Scales, Placement, and Advancement)

Note: The above-list is not comprehensive. Other exclusions may apply.